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Macedonia Legal Reform Support Project (LRSP)

Solicitation Number: 165-02-10
Issuance Date: January 24, 2002
Closing Date: March 6, 2002
Closing Time: 4pm (Budapest Time)

Subject: Request for Proposal (RFP) No. 165-02-10, Macedonia Legal Reform Support Project (LRSP)

The United States Government, represented by the U.S. Agency for International Development (USAID), is seeking proposals from qualified organizations interested in providing the services described in the attached solicitation.

This is a full and open competition, under which any type of U.S. organization (large or small commercial [for profit] firms, educational institutions, non-profit organizations) is eligible to compete. The procedures set forth in FAR Part 15 shall apply.

If you decide to submit a proposal, it must be submitted in accordance with the attached solicitation and received in the USAID Regional Contracting Office in Budapest, Hungary, no later than the closing date and time.

The closing date and time, as well as other aspects of the RFP, may be amended. Any amendments to this RFP will be issued and posted on USAID's website along with the RFP. Offerors are encouraged to check our website frequently.

Amendment 1 is planned to provide a list of parties that have expressed an interest in this RFP. If your organization would like to be listed, please email or fax your message to Ms. Illes. The list is provided solely for informational purposes.

Small business size standard for this solicitation is based on the NAIC Code 54110. The Small Business Administration website (<http://www.sba.gov>) indicates that the dollar amounts for the purpose of defining a small business by increase in February. To determine whether your firm is a small business, you are encouraged to refer to FAR Part 19 for size standard definitions and to consult with the SBA to get information that will be current as of the RFP closing date.

This solicitation in no way obligates USAID to award a contract, nor does it commit USAID to pay any cost incurred in the preparation and submission of the proposal or participation in the teleconference.

Award is anticipated by the end of May 2002. The planned contract type is a cost-plus- fixed-fee term type. Other than Sections L and M which are strictly for RFP purposes, this RFP reflects the terms of the planned contract with blanks to be filled in or final edits made based on the successful proposal.

Potential offerors may submit questions in writing to Ms. Szilvia Illes, Acquisition Agent at Regional Services Center, Regional Contract Office, Budapest, Hungary: silles@usaid.gov or via fax (36)(1)475-4626. Please do not contact USAID/Macedonia directly.

Sincerely,

Catherine A. Mallay
Contracting Officer
Regional Contracting Office
USAID/RSC/Budapest

PART I - THE SCHEDULE
SECTION A - SOLICITATION/CONTRACT FORM

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 66	PAGE(S)
2. CONTRACT NO. N/A		3. SOLICITATION NO. 165-02-10		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 01/24/2002
7. ISSUED BY USAID/RSC/RCO/Budapest Department of State (AID) 5270 Budapest Place Washington, DC 20521-5270				8. ADDRESS OFFER TO (If other than Item 7) USAID/RSC/RCO/Budapest Budapest – 1054 Szabadsag ter 7-8., Bank Center Building Granit Tower 4 th floor, Hungary		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in see 7. above until **4:00 PM** local time **March 6, 2002**. CAUTION LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Ms. Szilvia Illes	B. TELEPHONE NO. (NO COLLECT CALLS)		C. E-MAIL ADDRESS silles@usaid.gov
		Int CODE 011-36	NUMBER 475-4626	EXT. -

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS (%) %	20 CALENDAR DAYS (%) %	30 CALENDAR DAYS (%) %	CALENDAR DAYS (%) %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE – ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	
AREA CODE	NUMBER				

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()			23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7) CODE			25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF Contracting Officer (Type or print)			27. UNITED STATES OF AMERICA	
			(Signature of Contracting Officer)	
			28. AWARD DATE	

IMPORTANT: Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this contract is to implement the Macedonia Legal Reform Support Project (LRSP).

The overall objective of the contract is to further the development of rule of law in Macedonia by enabling the Macedonian judiciary to: 1) develop into a stronger, more effective and independent branch of government; 2) resolve legal disputes in a more timely, consistent and legally-correct manner and reduce case backlogs; 3) function in a more transparent, open, responsive and accountable manner; and 4) develop the capacity and mechanisms for improving court organization, practices and performance over time to meet the needs of Macedonians for timely and consistent protection of their political and economic rights.

B.2 CONTRACT TYPE

This is a Cost-Plus-Fixed-Fee (CPFF) term contract. For the consideration set forth below, the Contractor shall provide the required level of effort described in Section F where work is in accordance with the objectives, special considerations, tasks and reporting requirements described in Section C.

B.3 PRICE SCHEDULE

	<u>Contract Years 1-3</u>	<u>Option for Contract Years 4 and 5</u>
Total Estimated Cost		
Fixed Fee		
Total Estimated CPFF		

B.4 INDIRECT COSTS (DEC 1997)

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

Description	Rate	Base	Type	Period
		1/	1/	1/
		2/	2/	2/
		3/	3/	3/

1/Base of Application:
Type of Rate:
Period:

2/Base of Application:
Type of Rate: Provisional

Period:

3/Base of Application:

Type of Rate: Provisional

Period:

B.5 COST REIMBURSABLE

Within the amount available for payment, allowable, reasonable and allocable costs to perform this contract will be reimbursed to the Contractor in accordance with the following payment clauses FAR 52.216-7, Allowable Cost and Payment, FAR 52.216-8, Fixed Fee, if applicable, and AIDAR 752.7003, Documentation for Payment.

The amount available or “obligated” for payment under this contract is set forth in Section G.

In addition, the requirements and conditions concerning estimated cost and funding apply as detailed in:

FAR 52.232-20 Limitation of Cost (applies while the contract is fully funded); and

FAR 52.232-22 Limitation of Funds (applies while the contract is funded in an amount less than the ceiling price).

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 BACKGROUND

Since 1993 USAID has been providing assistance for the strengthening of rule of law in Macedonia. Assistance to-date has included support for drafting laws, training for judges and lawyers, technical assistance and financial support for the creation and operations of the Macedonia Judges Association and the Center for Continuing Education (a legal education center for judges), technical assistance and funding for clinical education and law student programs at the Law Faculty in Skopje, and assistance for the creation of a computerized legal information center operated by the Law Faculty. While efforts to-date have been largely focused on support for the non-governmental sector, the needs and opportunities for assistance in other areas, including court administration and management, legal aid and the reform of the basic structure of the judiciary, have also been the subject of attention from time to time.

In October 2000, USAID/Macedonia conducted a Democracy and Governance (DG) sector assessment to assist it in reviewing the continuing validity of the mission's strategy in the DG sector as well as to identify new assistance opportunities. A limited rule of law assessment was done as part of that effort, which recommended that the Mission continue and expand its level of funding for rule of law activities.

As a result of that assessment, a project design effort was carried out in Macedonia from April 15-28, 2001, to assess the current situation and identify specific opportunities for providing additional assistance. In the course of the design, discussions were held with all of the significant participants in the Macedonian legal system and the work of the judiciary was assessed at every level. The design team visited the Supreme Court, the three appellate courts and ten (of 27 total) basic courts in every major region of the country. Discussions were also held with the Ministry of Justice, the Republic Judicial Council, the Public Prosecutor, the Macedonia Judges Association, the Center for Continuing Legal Education, the Macedonian Bar Association, the Constitutional Court, and with representatives of the union representing administrative employees within the courts system. The team also met with representatives of assistance providers and other donors who are providing assistance for legal reform in Macedonia or who otherwise were knowledgeable about developments in the legal sector there.

The team found a high degree of agreement among the various Macedonian participants about the legal reforms that are required. This contract reflects these findings, as well as the team's findings that important legal reform efforts are planned and/or currently underway in Macedonia and that external assistance to support those efforts is both timely and essential to assure their success.

C.2. COUNTRY AND SECTOR CONTEXT**A. Country Context**

Macedonia became an independent country in 1991 following the breakup of Yugoslavia. At independence Macedonia was the least developed of the Yugoslav republics and faced formidable economic challenges posed by both a transition to market economy and the extremely difficult regional situation. An absence of infrastructure, UN sanctions on its largest market Yugoslavia, and a Greek economic embargo imposed in February 1994 in a dispute over the country's name, flag, and constitution, hindered economic growth until 1996. As a result GDP declined to 41 percent of its 1989 level. Nevertheless, the country pursued an ambitious stabilization and reform program that yielded positive results, stabilizing the Macedonian Denar and reducing the fiscal deficit. Since 1996 GDP has increased each year, rising by 5% in 2000. The Government has demonstrated a continuing commitment to economic reform, free trade, and regional integration.

In multiparty parliamentary elections, the third since independence, held in October and November 1998, opposition parties defeated parties of the governing coalition in elections that international observers concluded were conducted fairly and reflected the will of the electorate. The new Coalition came to power on a promise of reform, however, had little time to act on this election promise before it was faced with a major threat to national security and stability when the situation in neighboring Kosovo exploded sending more than 300,000 refugees flooding into the country. This large influx of refugees threatened the already fragile ethnic balance in the country and had immediate and direct impact on Macedonia's economy. Throughout the NATO bombing campaign in Yugoslavia and for months after, the new Government struggled to keep the country on course in terms of its economic and democratic reforms. At that time, up to thirty percent of the country's economy was dependent on inputs from, exports to, or transport through Yugoslavia. While Macedonia came out of the crisis better than many expected, both politically and economically, the strain of the crisis and the effects of its aftermath continue to be important factors in the country's transition.

In February 2001, armed ethnic conflict broke out in the north and western parts of the country when the National Liberation Army (NLA), an ethnic Albanian rebel force began seizing villages and attacking police in this region. The NLA claimed to be fighting for

greater political rights for Macedonia's ethnic Albanian minority, which makes up at least 23 percent (Albanians claim as high as 35 percent) of the country's population of approximately two million. Fighting escalated in the coming months and many feared Macedonia was on the brink of a full-scale ethnic conflict. However, at the crucial moments Macedonia's political leaders managed to find the resolve to act in the interest of a peaceful solution to the crisis. In August 2001 the Macedonian coalition government, supported by the European Union and the United States, negotiated a cease-fire and a Framework Agreement to address the ethnic Albanians grievances. In November 2001, the Macedonian Parliament adopted the Constitutional changes called for in the Framework Agreement and the Macedonian Government is currently in the process of implementing the Framework Agreement. While the Framework Agreement has set the stage for political resolution of the crisis, both ethnic communities remain skeptical of the other's intentions and interethnic tensions are at an all time high. Much work will need to be done to mitigate tensions and to build confidence within and among the various ethnic groups.

B. Sector Context

Macedonia adopted its post-communist constitution in 1991. The constitution provides for the protection of fundamental human rights, such as freedom of speech, freedom of religion, freedom of peaceful assembly and association, as well as for an independent judiciary.

As with other European legal systems, the courts in Macedonia operate on the Continental civil law jurisprudential model. However, as has occurred in other transitional states, there is increased interest among judges at all levels in gaining ready access to decisions of the higher courts as well as the European tribunals, even while the absence of *stare decisis* as known in the Anglo-American legal system continues to be recited.

The judicial system is governed by the Constitution, which provides for the courts to be autonomous and independent state agencies; the 1995 Law on Courts; the Law on the Republic Judicial Council of 1993; and the Laws on Civil and Criminal Procedure.

The Macedonian courts were re-organized in 1996 into a three-tier structure: 27 trial-level courts called Basic Courts; three regionally-based, intermediate Appellate Courts; and one Supreme Court. The Supreme Court is the highest court in the country which responsibility for uniformity in the implementation of the laws by the courts and for reviewing laws and issues related to the work of the courts. There is also a Constitutional Court that stands apart from the regular court system and considers only the constitutionality of laws and other governmental acts.

Organizationally, the courts are placed within the responsibility of the Ministry of Justice (MOJ), although budgets for individual courts are submitted directly to the Ministry of Finance (MOF). Judges are elected by the Parliament for indefinite terms upon the recommendation of the Republic Judicial Council (RJC), a seven-member body outside the court structure. Two members of the RJC are appointed by the President of the Republic and five are selected by the Parliament. The RJC has responsibility for nominating prospective judges to the Parliament for approval. It also has responsibility for recommending promotions, initiating disciplinary proceedings, requesting dismissal of judges by the Parliament, and for protection of the independence of the judiciary. It also plays a limited role in the functioning of the court system.

Each court is led by a court president, whose selection from the judges of the court is proposed to the Parliament by the RJC, and who may serve two four-year terms in the position of court president. Each court with more than 10 judges may appoint a secretary, who directs the administrative staff of the court. Each court also has expert legal advisers, who must be lawyers, and are usually allocated to the courts at a ratio of one adviser for two judges.

In terms of structural problems, the court system faces a number of significant impediments. First, it is clear that courts are overburdened because they have too many competencies, and in general lack the staff and resources to handle the increased competencies implemented with the 1996 reorganization of the courts. The Criminal and Civil Codes contain procedures which are cumbersome and delay the efficient processing of cases; furthermore they do not provide judges with authorities necessary to effectively manage cases or control the disputing parties before the courts. Non-appearance at hearings is an endemic problem resulting in major delays in each case and in moving forward the docket as a whole, but judges are currently powerless to compel attendance or discipline parties for non-attendance. Current procedures also require the courts to prepare court records using excessively time-consuming methods.

Macedonia has enacted over 600 laws since independence in 1991 and new laws are being drafted on a daily basis, hence the need for training and continuing legal education is growing, however, resources to meet the growing needs are limited. Another serious problem is that the so-called “secondary” legislation, i.e. degrees, rules of regulations necessary to implement enacted laws, have not been adopted quickly or in some cases at all, severely hampering the effective implementation and enforcement of the underlying law. The courts and other governmental bodies are not able to enforce the law effectively, or at all, because adequate rules and regulations have not been issued. The problem of inadequate or ineffectively enforced secondary legislation is largely a problem of public administration but directly impacts on the ability of the courts and other institutions to adequately enforce laws.

Additionally, of the approximately 662 judges appointed in 1996 with the reorganization of the courts, 88% of them were new and two-thirds of them had no prior experience as judges. In 1997 the reversal rate for trial court cases was 80%. More recently one appellate court reports that the reversal rate is 30-32%, which suggests an improvement over the last four years, but that rate is still high (10-15% being a more generally expected rate). Judge’s salaries are extremely low, and have caused the more experienced judges to leave the courts.

Surveys of public attitudes toward the legal system and the courts show a high level of public distrust. There is also a widespread lack of public knowledge about how the legal system operates. It is commonly believed that the law is not applied fairly or impartially, either by the courts or executive agencies. The public believes that the courts end up dealing only with common criminals---while the “big fish” (business or political elites) are allowed to get away. This perceived uneven enforcement and disrespect for the law is said to, in turn, encourage a wider disrespect and disregard for the law.

C.3 MISSION STRATEGIC OBJECTIVES

This activity falls under USAID/Macedonia’s Strategic Objective 2.0: More Legitimate Democratic Institutions and directly contributes to the achievement of Intermediate Result (IR) 2.2 Adherence to Rule of Law Enhanced. The LRSP will support primarily Sub-IRs 2.2.1, More Effective Judiciary and 2.2.3, Laws, Regulations and Policies that Support Democratic Practices and Market Based Economy Adopted. This activity also indirectly supports the Mission’s Strategic Objective 1.3 Accelerated Development and Growth of the Private Sector as a means to improve the enabling environment for private sector development by improving the efficiency of the judiciary to assure timely adjudication of commercial disputes and ensuring the fair and just application of laws and regulations.

IR 2.2 to Rule of Law Enhanced

Adherence

Respect for rule of law and a well-developed justice system are underpinnings of a democratic society and modern economy. Effective rule of law solves conflicts and fosters social interaction in accord with legal norms and widely accepted social values. It also enhances predictability, equitable treatment, and a respect for basic human rights; provides services in accord with societal demand and expectations; and helps curb the arbitrary exercise of power by other branches of government, elites, and other privileged groups. In all these regards, justice sector institutions must perform their functions effectively. At the same time their operations must be transparent, accountable and in compliance with the law.

In Macedonia, as in other new democracies, the processes and institutions necessary to uphold the rule of law are incompletely evolved and ineffective.

The legal framework, especially in the area of corporate and commercial law, is inadequate to meet the needs of a market-oriented democracy. Macedonia’s ultimate attainment of a society more firmly grounded in the rule of law is critical to continued economic growth, the protection of human rights, and its development as a democratic country.

D. Sub-IR 2.2.1 More Effective Judiciary

Effective, equitable and transparent administration of justice requires efficient institutions. The judiciary is an integral part of the legal system, but as described in the analysis above, the judiciary is not currently functioning well, and the courts are not efficient in their processing of cases. As a result distrust, or lack of confidence in the judiciary, which serves as a proxy for the legal system as a whole, is nearly as high as it is for other aspects of Government and Parliament (56% as compared to 60% and 61%, respectively). People in Macedonia believe that laws are not being consistently applied in a fair and impartial manner. This is not to suggest that Macedonia is a lawless society, for it is not. Rather, this situation

allows for a range of practices to persist, under the banner of politics, which might elsewhere be successfully challenged through the legal system. Tolerance or disrespect for the law encourages a wider disregard for the law.

Efforts to improve the manner in which the courts operate, particularly at the trial court level, and to improve the operations and effectiveness of courts is an essential element of establishing public confidence and trust in the legal system. Support for the judiciary is also essential to preserve competition in both the political and economic marketplaces. The judiciary serves as a forum for reviewing and sanctioning illegal conduct and for assuring that the rules of the game are adhered to by all parties, whether those rules are political (such as election laws and regulations) or economic (such as securities law or contract law). An important part of USAID Macedonia's overall democracy strategy is to help strengthen checks and balances within the system in order to support the establishment of strong institutional barriers and boundaries on conduct which could lead to abuses of the law and attacks on the very integrity of the political system. Support for an independent, effective judiciary is important to advance these objectives.

E. Sub-IR 2.2.2 More Effective Legal Personnel

Three important professional groups that comprise the non-judicial human resources of the legal system are lawyers, the prosecutors, and the police. Outside of the legal system, but also important for its functioning, are citizens' groups that focus on rule of law issues and monitor the performance of the Judiciary and of these non-judicial system actors. For all of these groups, professionalism is an issue. These are often the first people that citizens see when a matter of law arises. How they do their jobs, and how well they convey their respect for the rule of law directly affect citizens' trust in the legal system. The substantial needs related to the improvement of the operations of public prosecutors and the police will be addressed in programs to be administered by the State Department and the Department of Justice. Accordingly, USAID's immediate focus under this Sub-IR includes the various professional associations, such as the Bar and the Judges Associations, as well as the legal education system. Assistance will also be provided to the various NGOs working to increase people's awareness of their legal rights and to advocate for legal reforms.

F. Sub-IR 2.2.3 Laws, Regulations and Policies that Support Democratic Practices and Market based Economy Adopted

A nation's constitution, its organizational, procedural, and substantive laws, and its regulations need to provide for the promotion of rule of law. Macedonia's current legal framework is not adequate to support Macedonia's transition to a market-oriented economy and democratic political system. Another serious problem with the legal framework is the fact that implementing legislation has not been adopted quickly or in some cases at all, severely hampering the effective implementation and enforcement of the underlying law. The courts and other government bodies are not able to enforce the law effectively, or at all, because adequate rules and regulations have not been issued.

USAID is engaged in a number of on-going efforts to improve aspects of Macedonia's legal framework, on issues ranging from commercial law to election reform to local government reform. These activities which are accounted for under other Intermediate Results feed into this Sub-IR as well, but have been left as part of the frameworks that they directly support. Under this Sub-IR, the Mission intends to specifically focus on the laws that have the potential for making an important impact on the status of the institutions within the legal system, particularly the judiciary, and in improving the overall effectiveness and efficiency of the courts ability of courts to perform their duties more efficiently and transparently.

USAID legal reform efforts will also focus on ensuring that necessary implementing legislation is in place to improve enforcement of the law.

C.4 STATEMENT OF WORK

I. OBJECTIVE

The overall objective of the contract is to further the development of rule of law in Macedonia by enabling the Macedonian judiciary to: 1) develop into a stronger, more effective and independent branch of government; 2) resolve legal disputes in a more timely, consistent and legally-correct manner and reduce case backlogs; 3) function in a more transparent, open, responsive and accountable manner; and 4) develop the capacity and mechanisms for improving court organization, practices and performance over time to meet the needs of Macedonians for timely and consistent protection of their political and economic rights.

The Contractor will further the attainment of the above objective by assisting governmental and non-governmental participants in the legal system in Macedonia, as appropriate, to:

- 1) formulate and implement changes in the current framework of laws necessary to increase the independence of the judiciary and to rationalize, streamline and speed up the process of adjudicating civil and criminal cases;
- 2) develop and implement, with the courts and other interested and affected parties, proactive case management practices, including backlog reduction efforts;
- 3) increase the capacity for court administration and management within the judiciary, including the creation of an administrative office for the entire court system at the national level, strengthening of court administrative and management capabilities at the appellate and basic court levels, and effectively linking together court administrators at all of these levels;
- 4) through training and other means, increase the capacity of court presidents, judges and court administrators to effectively formulate and carry out organizational and procedural reforms, improve administration and management of their courts, develop and implement better case management practices, and improve the quality of judicial decision-making;
- 5) increase the capacity of the current legal training institution to more effectively provide entry-level, career and continuing legal education and training to Macedonian legal professionals; and increase its capacity to become technically, managerially, and financially self-sufficient;
- 6) on a pilot basis, introduce computerization into selected courts and provide other equipment and court facility upgrades where necessary to enhance efficiency and increase the ability of courts to deliver legal services.

II. TASKS TO BE UNDERTAKEN BY THE CONTRACTOR

To achieve the objectives laid out in section II of this Statement of Work, the Contractor will be responsible for implementing an initial 3-year technical assistance program, with a possible two-year term extension, that will include three principal components:

1. Legal Structure and Practices Improved.

The Contractor will provide expert legal advice and other assistance necessary to assist government and non-government parties in Macedonia to formulate and implement changes in the way in which civil and criminal cases are processed through the courts. This assistance will focus on assisting Macedonian legal system participants to conform existing legislation, institutions and practices to meet European, Western and international rule of law standards relating to the protection of and respect for legal rights, the achievement of judicial independence and overall legal system performance.

Delays in the processing and resolution of cases within the basic courts in Macedonia have been caused by problems both with the existing framework of laws prescribing the procedures for case processing and with caseload management practices followed by the courts and litigants.

Some amendments to governing legislation are required in order to eliminate or reduce current procedural barriers to, or to better facilitate effective caseload management. For example, responsibility for adjudication of misdemeanor cases was transferred to the courts from administrative agencies in 1996, resulting in the processing of minor and traffic offenses under the same complicated and time-consuming procedures used for much more serious criminal offenses. Enactment of simplified and streamlined procedures for processing such cases would result in accelerated disposition of a large number of cases and a substantial reduction in the courts' current caseload and backlog. Changes are also considered necessary in service of process requirements (failure to appear because of lack of notice of court hearings being a major reason for delays and continuances) and in execution of judgment procedures. The lack of clear legal authority for judges to impose sanctions on parties for failure to appear or to meet deadlines is also believed to be a constraint to expeditious disposition of cases. Changes in all of these areas are reportedly included as part of packages of new substantive and procedural legislation currently under consideration.

The Contractor will provide assistance as requested and required for: 1) the conceptual formulation and drafting of new laws and secondary legislation, or amendments thereto, relating to the structure and functions of the judiciary and other legal sector institutions and to the procedures under which the courts operate; 2) determining the appropriate organizational structure and functions of new or restructured legal sector institutions; 3) making operational any new or restructured legal institutions and/or new or revised procedures for case processing adopted by the Macedonian government; and 4) within the overall framework established by Macedonian law, improving other case management practices in order to speed case disposition, reduce backlogs and identify and resolve impediments to the prompt disposition of civil and criminal cases.

The Contractor's primary counterparts under this component of the program will be the Macedonian Government and relevant bodies of the judiciary, especially the Supreme Court, which has responsibility for evaluating laws and regulations that impact on the judiciary and for considering other issues related to the working of the courts. Non-governmental organizations, such as the Macedonian Judges Association, are also actively participating in the law revision process. Other organizations, such as the Macedonian Bar Association, will also have important views on any proposed changes. Consequently, the Contractor should expect to provide expert assistance to both governmental and non-governmental parties as the law revision process moves forward.

The Contractor will at all times carry out law drafting and institutional design activities in a way which encourages the open sharing of law drafts and the solicitation and consideration of views from all interested and affected parties and which promotes the development of consensus among all parties with vested interests in the outcome. It is anticipated that this process will involve the establishment and use of mechanisms designed to solicit and facilitate public-private sector discussion of proposed changes, such as conferences, workshops, or "bench-bar" meetings.

With regard to law drafting, assistance will include, as needed, provision of experts to assist with formulating legislative content and actual law drafting; providing analyses and commentary on law drafts; assisting with the conduct of meetings, seminars, conferences and workshops necessary to support the law drafting process or to build consensus on solutions; and assistance for the publication and dissemination of law drafts or copies of newly enacted laws with explanations or commentaries.

With regard to post-enactment implementation of new legislation, assistance will include providing short-term legal experts, as needed, to assist with the drafting of any secondary legislation required; assisting with the planning and establishment of any new legal institutions, processes and procedures called for in the new legislation; and assisting with the implementation of any changes made to existing organizations or processes.

It is anticipated that the Contractor's work will be focused around the development, passage and implementation of three "packages" of new legislation. The first package consists of a number of laws collectively referred to as the Independent Court Budget (ICB) legislation. In the Fall of 2000, interest was revived in the independent court budget legislation and the Supreme Court submitted a draft ICB law to the Ministry of Justice for consideration. The Republic Judicial Council has also submitted a draft ICB law to the Ministry for consideration and those drafts are currently still under review. The Government has publicly committed itself to the passage of an ICB law. Working Groups have been formed by the Ministry of Justice to work on the ICB and several other key packages of major laws (or amendments thereto). However, the work of these Working Groups has been on hold during the past year because of the political and security situation in the country.

Part of the ICB package of legislation is expected to be a new law that would create a new, central Administrative Office for the courts that will have responsibility for the formulation and management of a unified court budget, which could potentially make a substantial amount of new funding available to the courts. There are issues remaining to be resolved regarding where within the government such an office would be located and what, if any, additional functions such a office might perform, including unified personnel training and IT system management. While this new legislation may be enacted prior to the startup of work under the contract, Macedonian officials have already requested assistance in setting up such an office, which is seen as functioning much like the Administrative Office of the U.S. Courts or a U.S. state court administrative office.

Two other packages of laws are also under development, including a package consisting of a new Criminal Code, Criminal Procedure Code, and Law on Prosecutors. The third package, or grouping, consists of amendments to, or entirely new laws, on the Courts, on Misdemeanors, and on Execution of Judgments. Changes in the latter three laws have the potential of making enormous differences in the operations and effectiveness of the courts and both the Macedonian Government and non-government actors have requested assistance in revising these laws (particularly the Law on the Courts).

While anticipated changes in existing legislation should establish procedures which will result in more speedy disposition of cases, another important element of improved case processing is increased and continuous proactive caseload management by judges and administrative staff. In this regard, the Contractor will be responsible for developing and implementing a series of interventions in six to eight pilot basic courts designed to assist judges and court professionals to more actively manage the flow of cases through their courts. It is anticipated that this will include such tasks as:

- Encouraging the proactive exercise of authorities by court presidents and judges through the provision of leadership and basic caseload management training;

- Development or refinement of processing time goals or standards, both on a system-wide and individual court basis;
- Improving the use of existing statistical data for caseload management purposes;
- Establishing mechanisms with the practicing bar to discuss methods of expediting case processing (such as “bench-bar” conferences) and for encouraging pre-trial settlement of cases;
- Identification of processing points where delays are occurring and developing means for limiting time extensions, more effectively compelling presence of parties, and enforcing deadlines and other requirements;
- Establishing a means of involving court administrative staff in identifying and reducing constraints to faster case processing and in assisting judges to better enforce appearance and time requirements;
- Increasing the caseload management skills of court administrative staff, through training and otherwise;
- Establishing regular and more public reporting on case processing; and
- Developing special plans or procedures to eliminate accumulated backlogs and assisting with implementation of those plans.

The Contractor will be responsible, with each pilot court, for assessing current court practices, identifying areas in which existing practices can be improved, and for providing recommendations for changes in existing practices or new practices based on past experience in courts in the U.S., Europe or elsewhere. A court practices improvement plan will be developed and agreed upon with each pilot court and the Contractor will provide each court with any additional technical advice or other assistance required to implement the plan. These tasks will be included in the Contractor’s overall annual workplan or any amendments thereto.

2. Court Administration and Management. The Contractor will provide expert legal advice, training and other assistance required to improve court administration and management at all levels within the court system. At the national level, this will include assistance to the Government in starting up and making operational the planned Administrative Office for the entire court system. At the lower court levels, this will include assistance to increase the capacity of judges and administrative personnel in selected courts to more effectively administer and manage court resources currently on hand as well as new resources they may receive as the result of adoption of the Independent Court Budget (ICB) Law. The Contractor will also assist with the development of professional linkages between court administrators and managers at all levels within the system as well the development of a capacity at the appellate court level to provide expertise and support in the area of court administration and management to smaller courts within their areas of responsibility (appellate courts are already responsible for overseeing the operations of the basic courts in their districts).

Parties within and outside the court system have identified the lack of modern court administration and management skills within the courts as a serious constraint to increased efficiency and operation of the courts. This is particularly true in the area of IT system management. There are currently no persons within the courts who perform the range of functions normally performed by professionally trained court administrators in Western countries. Responsibility for management of budget and personnel resources, facilities, professional resources (libraries and other research resources), information systems, and training is often divided among a number of different persons within each court (most often between the court President and the court Secretary) who have indicated that they neither have the time nor professional training in most cases to effectively perform these functions, let alone assuring that they are integrated into one planning system.

If not addressed, this weakness in the current system will even more seriously constrain the system in effectively implementing major and important reforms that are planned to occur in the near future. These include the adoption of the aforementioned ICB, which may make major new funding available for court operations and will require the consolidated formulation, coordination and submission of budget requests by the courts. This will necessitate the implementation of new budgeting procedures and processes at both the national level and within and between the courts themselves. Anticipated changes in the Law on the Courts and the laws on Misdemeanors and Execution of Judgments will also require substantial (and presumably beneficial) changes in court processes and procedures, and this process of transition will require effective management within each court to assure that new processes are effectively implemented.

The most far-reaching changes to be introduced into the judicial system may come from the current plans of the Ministry of Justice to fully automate the courts and other major institutions of the legal system within the next 2-3 years. The Ministry has already developed system hardware specifications and procurement has already been initiated. The completion of this process and delivery of initial hardware and basic application software and procurement was planned for September 2001, but has been delayed due to the crisis and may be further delayed by unanticipated funding shortages. Software for more complex applications will probably not be delivered until sometime in 2003, subject to availability of funding. Planning efforts to-date have not included significant planning for the human resource and management requirements of the new system to be installed, particularly in the courts below the Supreme Court level. Effective utilization of the system will be limited unless there are personnel within the courts with sufficient understanding of information and system management to make sure that the system is appropriately utilized and adequately

maintained, both technically and in terms of database creation and management. Development of these skills is essential to assure the smooth introduction of this technology and that it is effectively used to improve overall court operation and efficiency.

Current budget and personnel limitations within the Macedonian Government make it unlikely that additional personnel will be made available or will be found to serve exclusively as court managers, although some courts within the system have found the means to add IT specialists to their staff. It is likely that administration and management capability will have to be increased by improving the skills of existing staff. This will be accomplished through provision of technical advice and training assistance to personnel dealing with administration and management matters both in the new Administrative Office (AO) for the courts and in individual courts themselves. It is anticipated that this will provide the foundation for the establishment of a cadre of professional court administrators and managers when the Macedonian Government is able to create such positions.

A significant element of the court administration and management component of the project will be efforts to make court operations more open and accessible to the public. It is anticipated that this will include the dissemination of more information to the public regarding court functions, structure, operations and procedures, including the public posting of court personnel and facility directories, guides to court facilities, daily hearing schedules, fee schedules, and other important notices about court operations and practices. Process representation in the courts should be reviewed to see if the handling of such cases can be expedited through developing and making available more informational publications, including procedural guides and standard forms for pleadings, and/or the creation of a central point for the provision of information and guidance to litigants. Practices for providing information to the bar and public about the status of individual cases should also be reviewed to see if it would be more effective and beneficial to provide a central, non-judge point of contact within the court for obtaining such information, particularly once case information is computerized. The Contractor should also encourage the designation of a public information officer within each court, with responsibility for making information periodically available and explaining court operations, practices and decisions to the public and media; and provide appropriate public relations/information skills training to such person. The Contractor will also promote, through the provision of training and otherwise, a greater customer service orientation by all court personnel.

The Contractor will implement a program of creating or improving court administration and management skills within the AO, each appellate court and in at least 2 basic courts under each appellate court. The basic courts assisted under this component will be the same courts that are selected as pilots for caseflow improvement assistance. The Contractor will conduct an assessment of the court administration and management capabilities and needs in the AO and each court and will develop, with the AO and each court, a program for developing the necessary skills in this area. It is anticipated that the initial area of focus will be on the budgeting process and the need for each court and the court system as a whole to develop clear and defensible budget requests.

The Contractor will also focus on creating linkages between court administration and management professionals at all levels and on building capacity at the appellate level to provide court administration and management services to the basic courts and to effectively oversee their operations in this respect. This could involve assistance for the startup of a council, committee or other body including representatives from all levels of the court system, which would be responsible for formulating uniform, system-wide policies, standards and practices for budget preparation and other court administration functions. The Contractor will provide technical assistance, training and some limited commodity support for this component. The Contractor will also seek to establish a sustainable partnership relationship between Macedonian court administrators and the administrative office of a U.S. state court system.

Court Automation and Facilities Improvement. The Contractor will also be responsible for implementing a pilot computerization project in at least two basic courts in each of the three appellate districts. The basic courts selected for the IT pilot will be the same courts that are participating in the case flow management and court administration components of the project.

While the precise configuration of the system to be installed within each pilot court will vary depending on the structure, workload, personnel and existing equipment and physical facilities of each court, at a minimum the Contractor will determine the need for and install in each court a PC-based information system which will make available to every judge, court clerk and principal court administrator basic word processing and database creation capability, internal e-mail communication, and external e-mail and internet access. The Contractor will also be responsible for assessing the need for, and upgrading as necessary, existing court electrical systems and making other renovations required within court buildings to enable them to adequately support new equipment installations. It is anticipated the Contractor will be required to provide personal computer work stations, LAN servers, initial ISP access, associated printers and other peripherals, software and necessary computer training for approximately 500 judges and court staff in six to eight pilot courts. The Contractor will also design, contract for and complete renovations to court facilities as necessary to support computer system installation.

It is anticipated that that court computerization will take place in three phases:

- Phase One will include a thorough assessment by the Contractor of the information and word processing needs of the basic courts in general and the specific hardware, software and IT-related training needs of each pilot court. It is anticipated that the pilot basic courts will require, at a minimum:
 - a new or improved word processing capability, in order to more quickly, accurately and efficiency prepare necessary court documents, decisions and publications;
 - a basic case information system, which will permit the recording and rapid retrieval of basic information about a case and its status by judges and other court personnel;
 - a searchable database of Macedonian laws, court decisions, and other useful legal authorities and reference materials (a basic database of laws is already available through the Macedonian Legal Resource Center); and
 - a statistical data gathering and manipulation function sufficient to permit the preparation of required reports or other information useful for court management.

It is not anticipated that pilot activities will include the creation and installation of a sophisticated case tracking system, although the hardware installed should be capable of being expanded to accommodate such a system, if subsequently determined to be desirable.

- Phase Two: Based on its initial assessment, the Contractor will formulate a model computerization plan for courts at the basic court level, which describes the basic court functions which should be computerized to best improve efficiency, productivity and quality; the recommended hardware and software configuration to address those needs; the technical support requirements for such systems; the associated database creation and maintenance requirements; and the required types of training for judges and other court staff to support such a system. Following approval of this plan by the courts, Ministry of Justice, and USAID, the Contractor will develop a detailed computerization plan with each pilot court consistent with the approved model.
- Phase Three: The Contractor will provide the necessary technical assistance, computer hardware and software, and IT-related training required to install, start-up, test and debug the system in each pilot court and to oversee the use of the system by court personnel during an initial trial period.

USAID may choose to change this work statement to include roll out of the computerization model developed in the pilot courts to other courts, depending on the results of the IT pilots and availability of funding and USAID's decision that this would best serve the LRSP program's objective.

In introducing computerization into the courts under this project component, the Contractor will be guided by the following principles:

- Given the limited budgetary resources available to the courts, system solutions should be as simple, inexpensive and low maintenance as possible, consistent with identified needs of the courts;
- Hardware and software provided should be capable of being repaired, serviced and otherwise supported by court IT staff and available local IT service providers;
- Court systems should be designed to be as flexible as possible with regard to the use of equipment and software available from a wide variety of vendors---i.e., system solutions should not limit or wed users to initial purchases, add-ons, and future upgrades from only one hardware or software vendor;
- Installed systems should have sufficient flexibility and capacity to be upgraded as needed to meet anticipated court information and data processing requirements for at least six years from date of installation; and
- System design should be compatible with other computerization efforts being planned or undertaken by the Government of Macedonia and other donors.

As part of the initial assessment process, the Contractor should review the limited computerization efforts which have already been undertaken in several Macedonian courts (Veles; Tetovo; Stip Appellate Court; EU Trade Registry and misdemeanor case registry project in Bitola, Skopje 1, Stip and four other courts) in order to better understand the problems encountered and lessons learned as part of those efforts.

The Contractor will also plan and implement a court facility improvement program, which will provide modest upgrades in equipment and facilities to individual courts where the lack or inadequacy of equipment or problems with facilities are constraining the ability of the court to improve delivery of services or to make court facilities more accessible to and usable by the public. Upgrades could include the provision of additional or replacement furniture, court directories, transcription equipment, legal reference materials,

library bookshelves, record storage cabinets, stand-alone PC workstations to permit internet access or the use of CD resources for legal research, or minor repairs to courtrooms. Upgrades will not include major renovations to court buildings. This program will be open to all courts within the system, but will be focused primarily on the needs of the basic courts. In consultation with the Ministry of Justice, appropriate representatives of the judiciary, and USAID/Skopje, the Contractor will develop a list of basic courts in order of their anticipated need for improvements. Based on this list, the Contractor will survey each court and propose specific improvements for approval by USAID/Skopje and other relevant bodies. Following approval, the Contractor will arrange for the improvements to be carried out at each court.

3. Legal Training. The Contractor will provide technical assistance, training, funding and other support required to: a) increase the capacity of judges and other legal professionals to more effectively perform their functions and to implement anticipated changes in the legal institutions and processes; and b) increase the capacity of the existing Macedonian legal training center to provide more and better training to judges and other legal professionals.

The lack of skills and knowledge among legal professionals has been identified by all parties to be a serious constraint to further development of the legal system and to the implementation of any future reform program. Additional training is required to increase both the skills and substantive knowledge of legal professionals, including judges and court administrative staff. The Contractor will perform an assessment of the needs for training throughout the legal system based on consultations with the judges and other legal professionals within the system. Training will be focused on skill and knowledge improvement that will directly assist judges and others to more effectively accomplish their daily work, provide skills needed to more effectively manage court and office operations, and which will directly support the implementation of specific reforms to be introduced within the system. Based on the needs assessment and these criteria, the Contractor will formulate and implement a plan for providing the most critically needed training. The training plan and courses will be developed in cooperation with the Center for Continuing Education and the facilities and services of the Center will be used as appropriate and available to conduct such training.

The Contractor will also institute, on a trial basis, a pilot program for conducting training on-site at courts for judges and/or court administrative staff. The purpose of the On-Site Training Program (OSTP) pilot will be to determine the feasibility, acceptability and effectiveness of providing training to personnel at the courts who would not otherwise be able, for workload or cost reasons, to receive training away from their court.

The Legal Training Component will also include assistance to build the capacity of the Center for Continuing Education to better plan and manage the training courses it offers as well as to expand its course offerings. The Center will be included in the conduct of the training needs assessment referred to above and the assessment will consider the most effective role for the Center in meeting identified training needs. Assistance will be provided to the Center for improvement of its long-term budget planning and management capabilities, development of more structured and comprehensive curricula, faculty/trainer development, and for the design and development of a program evaluation and feedback capability. This will include assistance to the Center for the development of multi-course training programs for both new and experienced judges and for the design of model substantive and skill courses in legal, technical and managerial areas for judges and other court personnel.

The Contractor will also assist the CCE to determine what organizational form and relationship to the judiciary and the Judge's Association would best ensure its future integrity, independence and effectiveness as an educational institution and provide the most solid basis for its long-term growth and sustainability. The Contractor will follow-up institutional strengthening work which has been done with CCE by ABA-CEELI. The Contractor will consider and discuss with the Center possible models for successful training institutions, such as the California Center for Judicial Education, the Michigan Judicial Institute and the Federal Judicial Center.

Discussion of CCE's future organizational structure and operation should also include consideration of the most appropriate relationship between the Center and the Faculty of Law at the University of St. Cyril and Methodius, and whether a more structured relationship, such as a formal cooperation agreement, would be advisable so that the resources of both institutions would be more readily available to and reinforce the programs of each other. Both the CCE and the Law Faculty have been actively involved in legal information dissemination and computer skills training (the Law Faculty through its Macedonian Legal Resource Center or MLRC), and it may be possible to enhance the resources and the sustainability of both institutions through the establishment of a more formal partnership or the merger of certain operations.

The Contractor will also provide and manage a declining grant of funding to the Center to support its operational costs so that the Center can focus more on institutional development tasks over the life of the project and to support expansion of Center operations to meet increases in the demand for training which it is anticipated will result from the various changes in the framework of laws and legal institutions over the period.

III. SPECIAL CONSIDERATIONS

A. Gender

Fifty-two percent of all basic court judges in Macedonia are women. As the basic courts will be the primary target under this activity we expect that women judges and court personnel will substantially benefit from the assistance provided under this activity.

B. Local Capacity Building.

The Contractor shall to the maximum extent possible use Macedonian staff, technical experts and institutions in carrying out this contract. It is expected that skill development and capacity building of local experts will be a key outcome of this program. The Contractor will use every opportunity to utilize local expertise both to validate the Contractor's approach and to develop a pool of experts within the country to continue to address legal reform needs beyond this contract.

C. Cooperation with Key Counterparts and Partner Groups

1. Macedonian Counterparts

The main counterpart at the central government level will be the Ministry of Justice. The Contractor shall also provide advice and assistance to other ministries and government bodies as appropriate or requested by USAID to further the objectives of this program. In addition, the Contractor will work with members of the judiciary and court personnel at all levels of the system and with a number of non-governmental organizations, including but not limited to the Macedonian Judges Association, the Center for Continuing Education, and the Macedonian Bar Association.

2. Other Donors

The Contractor shall coordinate efforts to the maximum extent possible with other international donors working in the areas related to legal reform in Macedonia. In particular, the Contractor shall seek to coordinate efforts with the European Union assistance program. The EU has previously provided assistance for a pilot project to computerize the misdemeanor and commercial registry sections of the courts. The EU is in the process of designing its next phase of legal reform assistance, which should become operational in 2002. This next phase of EU assistance is expected to focus on computerization and human resource development.

3. Other USAID Implementers

To the greatest extent possible the Contractor shall closely coordinate activities with other USAID implementers. In particular, the Contractor shall be expected to seek synergies with, but not limited to:

American Bar Association's Central and East European Law Initiative (ABA/CEELI) which has been supporting the development of rule of law in Macedonia since 1993. ABA/CEELI's program has been focused in three main areas: a) the development of an independent, efficient and respected judiciary; b) the development of a skilled and knowledgeable legal profession; and c) the development and effective implementation of a framework of commercial laws that promote free market values and economic development.

USAID will advise the Contractor of other USAID activities that begin during this contract's performance period.

D. Guiding Principles. The Contractor's services shall be guided by the following principles:

1. To support sustainable change (and stronger outcomes), the Contractor shall emphasize developing the capacity of Intermediate Support Organizations (ISOs) to manage the change.
2. To support a practice of dialogue between the judiciary, central government and non-governmental organizations for developing democratic solutions which can win broad support, and of strengthening the capability of ISOs and the judiciary to initiate, advocate and implement legal reforms.
3. To emphasize the measurement and monitoring which is keyed to SO 2.0's IR 2.2 strategic plan as a means of providing structure for contract accountability with the work plan and as an element of technical demonstration for host country partners.
4. In the interest of broadening the impact of the technical assistance, the Contractor will emphasize support for dissemination of lessons learned and best practices to organizations and courts with whom the contract staff does not have a direct partner relationship and the use of networks for exchange, peer learning and problem solving.
5. To ensure a smooth final transition, in the final year of the contract, the Contractor shall transfer any remaining contractor leadership in activities to Macedonian ISOs and partners and help prepare them to assume sole responsibility, using USAID grants and other donor resources.

SECTION D - PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

(a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semifinished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

(c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.

(d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at:

USAID/Macedonia
Jurij Gagarin 15/3.
Skopje 91000, Macedonia

or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The CTO listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991

F.2 PERFORMANCE SCHEDULE

[Reserved. This clause may serve to describe the contractor's start-up schedule to establish its field operations, based on its proposal, and to indicate schedules for key planning materials such as pilot court work plans training strategy, etc..]

F.3 PERIOD OF PERFORMANCE

The period of performance for this contract is three years, with an option for an additional two-year effort.

Contract Period: 1 June 2002 through 31 May 2005

Term Option: 1 June 2005 through 31 May 2007

F.4 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with the task areas and special considerations standards set forth in Section C, will be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

F.5 EXTERNAL EVALUATION

An external evaluation of progress and performance may take place during the third contract year to determine if the program concept is working and meeting its expected results.

F.6 PROGRESS REPORTING REQUIREMENTS**A. Expected Results and Indicators.**

Measurement of Project Progress. The Contractor will design a plan for measuring improvements in court performance over the life of the project. The Contractor will develop specific indicators, benchmarks and targets for each of the project's components and establish baseline data against which subsequent progress can be measured. Initially anticipated outputs and results of effort by both the Contractor and the Government of Macedonia are included as Attachment 2 to this contract.

B. Work plans.

Within 60 days of commencement of work in-country under the project, the Contractor will present to USAID/Macedonia for approval, a work plan for activities under the contract for the first year of the contract. This work plan will include a description of the principal tasks and assistance activities to be undertaken by the Contractor over the period under each project component, a proposed

schedule for such activities, a listing of the principal government and non-government counterpart for each proposed activity, and a description and estimate of the of the amounts of short-term technical expertise, training and other support resources that would be required to provide the assistance proposed.

The work plan will also include a description of what each assistance activity or combination of activities is expected to accomplish and will indicate how and to what extent those accomplishments will contribute to the achievement of the overall targets and benchmarks for the project. Thirty days prior to the start of each of the following years of the contract, the Contractor will submit to USAID/Macedonia for approval a new or revised work plan covering the next year of contract activities. The Contractor will include with all work plans an analytic justification for the actions proposed during the work plan period and their sequencing. If portions of the work plan are based on assessments (such as a training needs assessment) conducted by or assisted by the Contractor, a copy of the assessment will be provided with the workplan.

C. Reporting

The Contractor will provide periodic progress and informational reports to USAID, both orally and in writing, including:

1. Oral reports will be provided from time to time as required by USAID/Skopje.
2. Written monthly reports reviewing accomplishments, highlights, upcoming events and relevant issues.
3. Quarterly, written progress reports, outlining work performed and obstacles encountered during the prior quarter, and planned activities for the following quarter. These reports must be submitted within thirty days of the conclusion of the reporting period. The reports will be submitted to USAID/Skopje in electronic format and an original and 3 hard copies, with one copy to the Regional Contracting Officer (CO), Budapest.
4. A final report will be provided to USAID/Skopje within ninety days of the end of the contract period. This report will provide a summary description of all work performed under the contract, a description of results achieved (as measured by established performance indicators), lessons learned during the implementation of the project, and any recommendations for follow-on activities. This report will be submitted in an electronic format and in an original and 9 hard copies.

The Contractor will provide quarterly estimates of incurred costs (whether or not they have yet been included on vouchers to date) against the available funding and contract ceiling. Three copies will be provided; one each to the Cognizant Technical Officer USAID/Skopje, Controller RFMO/Budapest, and Contracting Officer RCO/Budapest. This report is in addition to the notification and other requirements of the Limitation of Cost and Limitation of Funds clauses.

D. Other

1. The Contractor shall also provide to USAID/Skopje, a copy of all correspondence with the Government of Macedonia, and copies of any training, instructional, or analytical materials or reports produced under the contract, promptly upon their completion.
2. Pilot Court Workplans. Workplans shall be submitted for the six to eight pilot courts no later than four months after the contractor establishes an in-country presence.
3. Training Strategy to be completed no later than six months after the contractor establishes an in-country presence.
4. Annual training plans.
5. Dissemination strategy.
6. All short-term consultant trip reports should be summarized in monthly reports.

F.7 LEVEL OF EFFORT

- (a) The contractor shall provide the following level of effort of direct employee, consultant, or subcontractor labor:

	<u>Contract Years 1-3</u>	<u>Option Contract Years 4-5</u>
Senior Legal Reform Advisor:	6240 hours (36 months)	4160 hours (24 months)
Legal Training Advisor:	6240 hours (36 months)	4160 hours (24 months)
Senior Court Administration and Management Advisor:	6240 hours (36 months)	4160 hours (24 months)
Short-term Technical Advisors	7800 hours (45 months)	5200 hours (30 months)
Total Level of Effort:	26,520 person-hours in Years 1-3	17,680 person-hours in Years 4-5

- (b) The number of person-hours for any labor category may be used in any other labor category, subject to the prior written approval or direction of the CTO and within the total level of effort for the initial 3-year contract period and, if the option is exercised, within the total level of effort for the overall 5-year contract period.
- (c) Once the total level of effort has been fully expended, this contract is complete.
- (d) The foregoing level of effort requirements do not include local office support staff or other effort that may be required to perform the contract.
- (e) The CTO is authorized to approve a six-day work week for short-term advisors working in Macedonia. No premium pay is approved as noted in subsection I.5 of this contract.
- (f) Responsibilities and Qualifications of the Advisors:

Long-term technical advisors. One of the three long-term resident technical advisors shall additionally serve as the Chief of Party (COP) for the Contractor's in-country staff. The COP shall act as the primary point of contact with USAID/Macedonia with regard to day-to-day implementation and management matters relating to the contract. This adviser will also have overall responsibility for assuring that all assistance provided under the contract, whether by long or short-term advisers or others, is technically sound and appropriate for the needs to be addressed; and for adequately managing and supervising the work of all advisers provided under the contract while in country. Each of the technical advisers will be primarily responsible for the implementation of one of the three major component activities under the contract. These advisers will, however, closely integrate and coordinate their activities under the contract and will mutually support each other, as necessary, to assure that all assistance activities under the contract are carried out effectively and in a timely manner. The long-term advisers are expected to remain in Macedonia for the duration of their assignment.

1. Senior Legal Reform Advisor. This adviser will have the primary responsibility under the contract for implementing the Legal Structure and Practices Reform component of the project and will serve as the primary point of contact with the Macedonian Government and judiciary on issues of legal system reform. This adviser will establish working relationships with all of the major participants in the legal system and will develop a thorough understanding of and remain up to date at all times throughout the contract period on all developments in the legal sector in Macedonia.

Required Qualifications and Experience: this advisor should have the following qualifications and experience:

- Be the holder of a degree in law from an ABA-accredited law school;
- Be admitted to, and a member in good standing, of the bar of a state in the United States;
- Have a minimum of 10-15 years of progressively more responsible legal work experience, such as work as a judge, prosecutor, public defender, government legal adviser, attorney in private practice, law faculty member, law clerk, court administrator, legal training or legal technical assistance provider, or a combination of the foregoing. Working knowledge of the principles of, and strong familiarity with, the practice of caseload management is required. Experience in court system development, court administration, case management, and/or judge/prosecutor/defense counsel training is highly desirable. Knowledge of, and experience with, civil/continental codes and legal systems, is also highly desirable.
- a minimum of 5 years experience working in the area of judicial and legal reform and rule of law programs in foreign countries, preferably in developing countries. Experience in implementing rule of law /judicial system reform programs in countries in Eastern Europe or the former Soviet Union is highly desirable;
- University level (FSI S-4, R-4 or higher) English speaking, reading and writing proficiency is required;
- Must be knowledgeable of and able to effectively use word processing and data management systems and applications, internet and e-mail applications.

Senior Court Administration and Management Adviser. This adviser will have primary responsibility for implementing the Court Administration and Management Component of the project. This will include the assessment of court administration and management needs at all levels; formulating an approach to strengthening the capacity of personnel in selected courts to better manage and administer court operations and to more effectively participate in budget, personnel, IT, facility and other planning efforts, at the court level and above; determining the needs for foreign and local expertise and training required to improve those capabilities; and for implementing specific activities necessary to improve those capabilities, including arranging for any short-term expertise or training required.

Following the enactment of the ICB and the provisions authorizing the establishment of the new Administrative Office (AO) for the courts, the adviser will work closely with the Macedonian body(s) responsible for establishing the AO,

providing any assistance required to establish that office as an effective operation, arranging for and supervising the provision of any short-term expertise and support required to do that. It is anticipated that such assistance may include help for determining the appropriate organizational structure and staffing for such office, as well as its basic operating procedures and practices; developing its processes for doing strategic planning and development in areas such as budgeting, personnel management, facility management, information system management and training (depending on what functions are finally entrusted to the AO); and in establishing appropriate linkages between that office and all courts and other agencies within the system.

The Court Administration and Management Advisor will also be responsible for following the development of the Macedonian Government's and judiciary's program for computerizing the courts and will provide assistance as required to support that effort. At a minimum, it is anticipated that this will include training for judges and court administrative personnel on information systems management (as part of overall court management operations) and ensuring that the necessary human resource base and organizational structure for effective utilization of IT technology is in place. Should the Macedonian Government be unable to fully introduce computerization into the courts and other agencies as presently planned, the Court Administration and Management Advisor will be responsible for determining the feasibility of introducing limited computerization into a few courts on a pilot basis (based on similar efforts undertaken by EU-Phare and the Macedonia courts themselves as in the case of the Stip Appellate Court) and will develop and implement a pilot program to do so.

Required Qualifications and Experience: this advisor should have the following qualifications and experience:

- Be the holder of a degree in law from an ABA-accredited law school or an advanced degree in court administration and management from an accredited college or university;
- Have a minimum of 5 years of progressively more responsible court administration and management work experience, including experience as a court clerk or administrator for a medium to large (20+ judge) court or multi-court system, preferably on the state level. Must have experience in working in or with courts on projects or programs designed to improve court administration, and familiarity with the basic functions of court administration (budgeting, human resources management, facilities management, IT system management, and caseload management). Should have hands-on experience in assessing court financial needs and in preparing and defending budgets for court operations and improvements; human resource planning and management; facility use and management; court security; record control and maintenance; public information and relations programs; and in the assessment of the need for, design of, and establishment of information technology systems.
- Experience working in the area of judicial and legal reform and rule of law programs in foreign countries, preferably in developing countries, is desirable. Experience in implementing rule of law /judicial system reform programs in countries in Eastern Europe or the former Soviet Union is highly desirable;
- University level (FSI S-4, R-4 or higher) English speaking, reading and writing proficiency is required;
- Must be knowledgeable of and able to effectively use word processing and data management systems and applications, internet and e-mail applications.

Legal Training Adviser. This adviser will have primary responsibility for implementation of the Legal Training Component of the project. The adviser's tasks under this component will include:

- the assessment of specific needs for training throughout the judicial system, both for judges and other court personnel (legal advisers, secretaries of court, clerks and IT staffs);
- formulating, in conjunction with the Center for Continuing Legal Education(CCE), specific training courses responding to those needs, arranging and managing the resources necessary to conduct the courses;
- carrying out, in conjunction with CCE, of a pilot program for providing training on-site at courts unable to send judges to CCE for instruction
- providing assistance to increase the capacity of CCE to more effectively plan for and carry out increased levels of training for legal professionals, including both judges and court administration staff. This would include increasing the capacity of CCE to better evaluate training program impact and adjust training to be more effective and relevant to system needs
- determining a level of operating cost support required to permit the CCE to both increase its capabilities and support an increased level of training over the project period and providing and managing a grant to the CCE for that purpose.

In carrying out these tasks, the Legal Training Advisor will be responsible for determining the types and amounts of short-term assistance and other support necessary to accomplish them, and will be responsible for overseeing the implementation of all activities undertaken under the component.

Required Qualifications and Experience: this advisor will have the following qualifications and experience:

- Be the holder of a degree in law from an ABA-accredited law school , an advanced degree in court administration and management from an accredited college or university, or an advanced degree in an educational or training- related field;
- Have a minimum of 10 years of progressively more responsible work experience as a training specialist, training curriculum designer, and/or training program manager, with at least 5 years experience in planning and managing training programs for judges, court clerks, and other legal professionals. This experience may be as the result of work in a court system administrative office, judicial training institute or center, academic institution, or as a training service provider for legal professionals. This experience must include experience with assessing training needs, determining appropriate training programs, scheduling training, organizing and managing training programs and evaluating training effectiveness and impact.
- Experience in increasing the capacity of legal training organizations to better develop and implement training courses, improve quality of instruction and attain long-term self-sustainability, financially and otherwise. This should include experience with training center organizational planning and management, training needs assessment, curriculum development, faculty and staff development, effective use of instructional materials and equipment, facilities management, and course impact evaluation and feedback.
- Experience working in the area of judicial and legal reform and rule of law programs in foreign countries, preferably in developing countries, is desirable. Experience in implementing rule of law /judicial system reform programs in countries in Eastern Europe or the former Soviet Union is highly desirable;
- University level (FSI S-4, R-4 or higher) English speaking, reading and writing proficiency is required;
- Must be knowledgeable of and able to effectively use word processing and data management systems and applications, internet and e-mail applications.

Short-term Technical Advisors. The Contractor will provide the services of expert technical advisors on a short-term basis as required to provide expertise in areas not possessed by its long-term advisors. Such advisors will have high technical and professional qualifications and their use in each case will be appropriate based on their professional qualifications and experience. Each advisor shall be assigned to work under the control and supervision of one of the long-term advisors while present in Macedonia. It is anticipated that short-term advisors will be required to support the work of long-term advisors in all three project components, but particularly with regard to certain areas of law drafting, establishing the new Administrative Office for the courts, developing certain specialized training programs for court personnel, and in providing capacity building assistance to the CCE in such areas as training needs assessment, curriculum development and training evaluation.

F.8 KEY PERSONNEL

A. The key personnel that the Contractor shall furnish for the performance of this contract are as follows:

Senior Legal Reform Advisor
 Senior Court Administration and Management Advisor
 Legal Training Advisor

B. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and USAID Cognizant Technical Officer reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer.

**F.9 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION
TO PPC/CDIE/DI**

USAID contractors must submit one electronic and/or one hard copy of development experience documentation (electronic copies are preferred) to the Development Experience Clearinghouse at the following address.

Development Experience Clearinghouse
1611 N. Kent Street, Suite 200
Arlington, VA 22209-2111

Telephone Number 703-351-4006, ext. 100
Fax Number 703-351-4039
E-mail: docsubmit@dec.cdie.org
<http://www.dec.org>

SECTION G - CONTRACT ADMINISTRATION DATA

752.7003

DOCUMENTATION FOR PAYMENT

NOV 1998

G.1 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is the same as the Principle Contracting Office:

USAID/RSC/RCO/Budapest
Department of State
5270 Budapest Place
Washington, DC 20521-5270
Tel: (36-1) 475-4101

Local Address: USAID/RSC/RCO
Bank Center, Granite Tower
Szabadsag ter 7-9
H-1944 Budapest
Hungary

G.2 COGNIZANT TECHNICAL OFFICER (CTO)

The Cognizant Technical Officer is Kathy Stermer or his or her designee at:

USAID/Macedonia
Jurij Gagarin 15/3.
Skopje 91000
Macedonia

Telephone: (389-2)380-446

G.3 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

(1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;

(2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;

(3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

(b) The CTO is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

(1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.

(2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.

(3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.

(4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

(5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.

(6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The CTO is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The CTO may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, schedules shall be made only by the Contracting Officer.

(c) The CTO is required to meet quarterly/semi-annually/annually with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.

(d) In the absence of the designated CTO, the CTO may designate someone to serve as CTO in their place. However, such action to direct an individual to act in the CTO's stead shall immediately be communicated to the Contractor and the Contracting Officer.

(e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the CTO shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

(f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

G.4 PAYING OFFICE

The paying office for this contract is:

Controller
USAID/RSC/RFMO/Budapest
Department of State
5270 Budapest Place
Washington, DC 20521-5270

Local Address: USAID/RSC/RFMO
Bank Center, Granite Tower
Szabadsag ter 7-9
H-1944 Budapest
Hungary

G.5 ACCOUNTING AND APPROPRIATION DATA

Budget Fiscal:

Operating Unit:

Strategic Objective:

Team/Division:

Benefiting Geo Area:

Object Class:

Amount Obligated: \$.00

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
752.7027	PERSONNEL	DEC 1990

H.2 AIDAR 752.225-70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEB 1997)

(a) Except as may be specifically approved by the Contracting Officer, all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) which will be financed under this contract with U.S. dollars shall be procured in accordance with the requirements in 22 CFR part 228, "Rules on Source, Origin and Nationality for Commodities and Services Financed by USAID." The authorized source for procurement is Geographic Code 000 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

(b) Ineligible goods and services. The Contractor shall not procure any of the following goods or services under this contract:

- (1) Military equipment,
- (2) Surveillance equipment,
- (3) Commodities and services for support of police and other law enforcement activities,
- (4) Abortion equipment and services,
- (5) Luxury goods and gambling equipment, or
- (6) Weather modification equipment.

(c) Restricted goods. The Contractor shall not procure any of the following goods or services without the prior written approval of the Contracting Officer:

- (1) Agricultural commodities,
- (2) Motor vehicles,
- (3) Pharmaceuticals and contraceptive items,
- (4) Pesticides,
- (5) Fertilizer,
- (6) Used equipment, or

(7) U.S. government-owned excess property.

If USAID determines that the Contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the Contracting Officer, and has received payment for such purposes, the Contracting Officer may require the Contractor to refund the entire amount of the purchase.

H.3 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS AND AIDAR 752.7027 PERSONNEL

In accordance with the above clauses, the Contracting Officer hereby provides prior written approval for international travel, provided that concurrence with the assignment of individuals outside the United States is obtained by the Contractor, in writing, from the CTO prior to their assignment abroad, which must be within the terms of this contract, is subject to availability of funds, and should not be construed as authorization either to increase the estimated cost or to exceed the obligated amount (see Section B). The Contractor shall retain for audit purposes a copy of each travel concurrence.

H.4 INSURANCE AND SERVICES

(a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act); USAID's DBA insurance carrier is:

Rutherford International, Inc.
5500 Cherokee Avenue, Suite 300
Alexandria, VA 22312

Points of Contact (at this writing):
Sara Payne or Diane Ford
(703) 354-1616

Hours of Operation are: 8 a.m. to 5 p.m. (EST)
Telefax: 703) 354-0370
E-Mail: www.rutherford.com

(b) Pursuant to AIDAR 752.228-70 Medical Evacuation (MEDEVAC) Services, USAID's Medevac service provider is:

Medex Assistance Corporation
P.O. Box 5375
Timonium, MD 21094-5375
Telephone: (410) 453-6300 in Maryland;
or (800) 537-2029 (toll-free)
Telefax: (410) 453-6301

Applicants should request coverage in accordance with USAID Contract No. HNE-Q-00-98-00106-00.

Medevac services costs are allowable as a direct cost.

H.5 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 000 and 165.

H.6 NON-EXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

The Contractor is hereby authorized to purchase the following equipment and/or resources:

[to be included in contract based on successful proposal]

H.7 LOGISTIC SUPPORT

The Contractor shall be responsible for furnishing all logistic support in the United States and overseas.

H.8 LANGUAGE REQUIREMENTS

N/A.

H.9 PERSONNEL COMPENSATION

(a) Limitations:

(1) Salaries and wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which shall be certified to by the Contractor. Nor may any individual salary or wage, without approval of the Cognizant Contracting Officer, exceed the employee's current salary or wage, or the highest rate of annual salary or wage received during any full year of the immediately preceding three (3) years.

(2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the Contract equivalent to the maximum annual salary rate of the USAID "ES-6" (or the equivalent daily rate of the maximum ES-6 salary, if compensation is not calculated on an annual basis), as amended from time to time, unless an advance written waiver is granted by the USAID Procurement Executive prior to contract award.

(b) Salaries During Travel

Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

(c) Return of Overseas Employees

Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, inexcusable non-performance, or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him promptly to his point of origin by the most direct and expeditious air route.

(d) Annual Salary Increases

One annual salary increase (includes promotional increase) of not more than the annual cost-of-living adjustment (COLA) received by Federal General Schedule (GS) employees may be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or exceeding the maximum salary of ES-6 may be granted only with the advance written approval of the Contracting Officer.

(e) Consultants

No compensation for consultants will be reimbursed unless their use under the contract has advance written approval of the Contracting Officer; and if such provision has been made or approval given, compensation shall not exceed 1) the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or 2) the maximum daily salary rate of ES-6, whichever is less.

(f) Initial Salaries

The initial starting salaries of all employees whose salaries are charged as a direct cost to this contract must be approved, in advance and in writing, by the Contracting Officer. (any initial starting salaries included in the contractor's best and final and accepted during negotiations, are deemed approved upon contract execution).

NOTE: The daily rate of a Foreign Service officer Class 1 (ES-6) is determined by dividing the annual salary by 2087 hours and multiplying the quotient by 8.

NOTE: Any Approvals issued pursuant to the above sections shall be retained by the Contractor for audit purposes. Approvals issued pursuant to the above must be within the terms of this contract, and shall not serve to increase the total estimated cost or the obligated amount of this contract, whichever is less (see Part I, Section B.3 of this contract).

(g) Work Week

(1) Non-overseas Employees. The length of the contractor's U.S., non-overseas employees workday shall be in accordance with the contractor's established policies and practices and shall not be less than 8 hours per day and 40 hours per week.

(2) Overseas Employee

The work week for the Contractor's overseas employees shall not be less than 40 hours and shall be scheduled to coincide with the work week for those employees of the USAID Mission and the Cooperation Country associated with the work of this contract.

(h) Definitions

As used herein, the terms "Salaries," "Wages," and "Compensation" mean the periodic remuneration received for professional or technical services rendered, exclusive of any of the differentials or allowances defined in the clause of this contract entitled "Differentials and Allowances" (AIDAR 752.7028), unless otherwise stated. The term "compensation" includes payments for personal services (including fees and honoraria). It excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges (see also the clause of this contract entitled "Personnel Compensation" (AIDAR 752.7007).

H.10 SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY CONTRACTING REPORT

The Contractor's subcontracting plan dated is hereby incorporated as a material part of this contract.

In accordance with FAR 52.219-9, SF 294 and SF 295 should be forwarded to the following address:

U.S. Agency for International Development
Office of Small and Disadvantaged Business
Utilization
Room 7.08 RRB
Washington, D.C. 20523

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	MAY 2001
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)	DEC 1998
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	OCT 1997
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	MAR 2000
52.216-8	FIXED-FEE	MAR 1997
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)	JAN 1999
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2000
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2001)	OCT 2001

52.219-16	LIQUIDATED DAMAGES-SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.222-3	CONVICT LABOR	AUG 1996
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	FEB 2001
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-14	RIGHTS IN DATA--GENERAL	JUN 1987
52.227-19	COMMERCIAL COMPUTER SOFTWARE--RESTRICTED RIGHTS	JUN 1987
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV 1999
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-20	LIMITATION OF COST	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS ALTERNATE II (AUG 1998)	AUG 1998
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	MAY 2001
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME AND MATERIALS, OR LABOR HOUR CONTRACTS)	JAN 1986
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT	JUN 1997
52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

752.202-1 DEFINITIONS

165-02-10**SECTION I**

752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.225-71	LOCAL PROCUREMENT	FEB 1997
752.226-2	SUBCONTRACTING WITH DISADVANTAGED ENTERPRISE	APR 1997
752.226-3	LIMITATIONS ON SUBCONTRACTING	JUN 1993
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	MAR 1993
752.242-70	PERIODIC PROGRESS REPORTS	JUL 1998
752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 1996
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR - MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991

I.2 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
ALTERNATE IV (OCT 1997)

(a) Submission of cost or pricing data is not required except for contract modifications.

I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)(Revised)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, is not expected to exceed 5 years for services provided in the benefiting country, except for extensions due to delays, equitable adjustments or other matters related to contract administration.

I.4 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (MAY 2001) ALTERNATE I (OCT 1998)

(a) Definitions. As used in this clause--

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

United States means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of 0 percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

[] Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for --

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

I.5 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multi-shift operations or by employing additional personnel.

I.6 52.232-25 PROMPT PAYMENT (MAY 2001)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101 and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments (1) Due Date. (i) Except as indicated in subparagraph (a) (2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a) (1) (ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraph (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th (unless otherwise specified in this contract) after the Contractor delivered the

supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty. (i) a penalty amount, calculated in accordance with paragraph (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

- (1) The additional penalty shall not exceed \$5,000;
- (2) The additional penalty shall never be less than \$25; and
- (3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in paragraph (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in paragraph (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments--(1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the ?? day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

I.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

I.8 AIDAR 752.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS

(a) It is the policy of the United States that small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract

(1) Small business concern means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

(2) HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(3) Small business concern owned and controlled by socially and economically disadvantaged individuals and small disadvantaged business concern mean a small business concern that represents, as part of its offer that--

(i) It has received certification as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B;

(ii) No material change in disadvantaged ownership and control has occurred since its certification;

(iii) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104 (c)(2); and

(iv) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

(4) Small business concern owned and controlled by women means a small business concern--

(i) Which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a HUBZone small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals, or a small business concern owned and controlled by women.

USAID small business provision. To permit USAID, in accordance with the small business provisions of the Foreign Assistance Act, to give small business firms an opportunity to participate in supplying equipment supplies and services financed under this contract, the Contractor shall, to the maximum extent possible, provide the following information to the Office of Small and Disadvantaged Business Utilization (OSDBU), USAID, Washington, DC 20523-1414, at least 45 days prior to placing any order in excess of the simplified acquisition threshold except where a shorter time is requested of, and granted by OSDBU:

(1) Brief general description and quantity of commodities or services;

(2) Closing date for receiving quotations or bids; and

(3) Address where invitations or specifications may be obtained.

I.9 USAIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)

Prior written approval by the Contracting Officer is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor shall therefore present to the Contracting Officer an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advanced

of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The Contracting Officer's prior written approval may be in the form of a letter or telegram or similar device or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Contractor shall notify the cognizant Mission, with a copy to the Contracting Officer, of planned travel, identifying the travelers and the dates and times of arrival.

I.10 COMMUNICATIONS PRODUCTS (OCT 1994)

(a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions are attached.

(c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:

(1) All communications materials funded by operating expense account funds;

(2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.

(3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and

(4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.

(d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE/DATE	NO. PAGES
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ATTACHMENT 1 - IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS
ATTACHMENT 2 – ANTICIPATED OUTPUTS AND RESULTS

Please locate the following forms listed below as Attachments 3 and 4 at
http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

ATTACHMENT 3 - USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET
ATTACHMENT 4 - SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS**K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR 1991

K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[] TIN: _____

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____

(f) Common parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:

Name _____

TIN _____

**K.3 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
(APR 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(D) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.4 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street (street address, city, state, county, code)	Name and address of owner and operator of the plant or facility if other than offeror or respondent

K.5 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.6 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001)

(a) Definition.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end-products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

☐ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

K.7 52.227-15 STATEMENT OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights

data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block]--

☐ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

☐ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

K.8 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000)

NOTE:

This notice does not apply to small businesses or foreign governments.

This notice is in three parts, identified by Roman numerals I through III.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[] (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

Name and Address of Cognizant ACO or
Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[] (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

[] (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[] (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90 day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR subpart 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

K.9 INSURANCE - IMMUNITY FROM TORT LIABILITY

The offeror represents that it ☐ is, ☐ is not a State agency or charitable institution, and that it ☐ is not immune, ☐ is partially immune, ☐ is totally immune from tort liability to third persons.

K.10 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS

The Offeror has reviewed the solicitation (Sections B through J of which will become the contract) and ☐ agrees to the terms and conditions set forth therein; or ☐ has the following exceptions (continue on a separate attachment page, if necessary):

K.11 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d)(i.e., the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has ☐ has not ☐ submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

K.12 SIGNATURE

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the offeror certifies that they are accurate, current, and complete, and that the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. _____

Offer/Proposal No. _____

Date of Offer _____

Name of Offeror _____

Typed Name and Title _____

Signature _____ Date _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION	MAY 2001
52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997

L.2 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) ALTERNATE IV (OCT 1997)

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below under instructions regarding cost proposals.

L.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost-Plus-Fixed-Fee term contract resulting from this solicitation.

L.4 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Mailing Address:

Ms. Catherine A. Mallay
Regional Contracting Officer
USAID/RSC/RCO/Budapest
Budapest – 1054
Szabadsag ter 7-8.
Bank Center Building, Granit Tower 4th floor.
Hungary

Hand-Carried Address: Same as above.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

L.6 GENERAL INSTRUCTIONS TO OFFERORS

(a) Proposals must be marked with the RFP number and closing date and time, and are due by the closing date and time at the following location:

Regional Contracting Office
USAID/RSC/RCO
Szabadsag ter 7-8.
Bank Center Building, Granit Tower 4th floor.
1054 Budapest
Hungary

(b) The offeror may submit the proposal via electronic or hard copy methods described below:

- (i) electronically - internet email with up to 9 attachments (2MB limit) per email compatible with MS WORD, Excel, Lotus 123 and/or WordPerfect in a MS Windows environment to cmallay@usaid.gov and silles@usaid.gov . Only those pages requiring original manual signatures should be sent via facsimile. (Facsimile of the entire proposal is not authorized); or
- (ii) Hand delivery (including commercial courier) of 5 paper copies of a technical proposal and one original and 3 copies of a cost proposal to the issuing office.

(c.) Regardless of the method used the Technical Proposal and Cost Proposal must be kept separate from each other. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

(b) Submission of Alternate Proposals

All offerors shall submit a proposal directly responsive to the terms and conditions of this RFP. If an offeror chooses to submit an alternative proposal, they must, at the same time, submit a proposal directly responsive hereto for any alternate to even be considered.

(c) Government Obligation

The US Government is not obligated to make an award or to pay for any costs incurred by the offeror in preparation of a proposal in response hereto.

L.7 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

(a) The technical proposal should be organized by the technical evaluation criteria listed in Section M. The technical proposal should address how the offeror intends to carry out the work statement and performance requirements contained in Section C and Section F. It should also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The proposal should convey a sound approach and dedicated team with a strong likelihood for success.

(b) The past performance references required by this section shall be included as an annex or attachment of the technical proposal.

(c) If the offeror has included organizational team members or subcontractors in its proposal, special attention should be given to providing a clear picture of the role of each entity and how everyone will function well as a team. Letters of commitment from organizational team members and an indication of whether some or all have successfully worked together on other projects is encouraged.

(d) Resumes for each identified advisor (each long term advisor and 10-15 possible short term advisors) should be included in the proposal as an attachment.

(e) Letters of commitment. The contract proposed by this solicitation includes a key personnel clause, and the quality of key personnel proposed is an evaluation factor. The offeror must include as part of its proposal a statement signed by each person proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract. Similar letters should also be provided for 10-15 individuals named as possible short-term advisors.

L.9 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

Instructions are provided in the FAR clause 52.215-1 cited at the beginning of Section L. In addition, the cost proposal shall include cost and other information as detailed below.

- (a) RFP Page 1 (Standard Form 33) completed in blocks 12 through 18.
- (b) Completed Section K Certifications and Representations in the RFP.
- (c) The proposed total estimated cost and proposed fixed fee for the initial contract period and a proposed total estimated cost and proposed fixed fee for the option period.
- (d) A summary of budget elements in a format similar to the following for both the initial and option periods:
 - Labor (for required short and long-term advisors)
 - Labor (other)
 - Fringe Benefits
 - Allowances
 - Transportation
 - Travel and Per Diem (International and within Macedonia)
 - Grant to CCE
 - Court Automation and Facilities Improvement (Pilot)
 - Subcontracts
 - Other Direct Costs
 - Overhead (or any other indirect costs)
 - Total Estimated Cost
 - Fixed Fee
- (e) Supporting cost information. This should include the estimated cost elements at a detailed level, plus a description to the basis of estimated costs. The supporting cost information should be provided in sufficient detail to allow a complete cost realism, allowability, and reasonableness analyses of the proposal. A description of what types of costs are included in each summary budget element should be included. For instance, "Allowances" may include post differential, cost of living, danger

pay, housing, education or other allowances budgeted for long-term advisors and their dependents. The rationale for the proposed fee should be described. Subcontracts, in particular those that include any required advisors, must be broken out in similar cost detail.

For budgeting purposes, the following information is provided:

The grant to CCE should be budgeted at \$130,000 total during the initial 3-year period; no amount for a grant should be budgeted for the option years;

The pilot for Court Automation and Facilities Improvement should be budgeted at the USAID estimate of \$2,400,000 total during the initial 3-year period;

It is anticipated that the Contractor will arrange for and provide approximately 4,000 (four thousand) person-days of training services under the project. The Contractor should assume that approximately one half of this training will take place at the Center for Continuing Education (CCE) or in court or other government facilities, and one-half conducted in rented meeting facilities.

Standardized Regulation differentials and allowances (representing contract maximums) are subject to change but presently include: post differential 10%, COLA zero, danger pay 25%. Other contract maximums based on the current Standardized Regs are: One R&R (Frankfurt Germany) every two years (i.e. in between the first and second years); per diem in Macedonia is actual lodging cost up to \$128 and \$71 for MI&E.

(f) If the contractor is a joint venture or partnership, the cost proposal must include a copy of the agreement between the parties to the joint venture/partnership. The agreement shall include a full discussion of the relationship between the firms including identification of the firm which will have responsibility for negotiation of the contract, which firm will have accounting responsibility, how work will be allocated, overhead calculated, and profit shared, and the express agreement of the principals thereto to be held jointly and severally liable for the acts or omissions of the other.

(g) Detail of the offeror's management structure as it relates to performance of services described in Section C and Section F.

(h) Audited balance sheets and profit and loss statements or if not available, returns as submitted to Federal tax authorities for the offeror's last two complete fiscal years and for the current fiscal year as of 30 days prior to proposal submission. (The balance sheets and profit and loss statements for the current fiscal year may be unaudited.) The profit and loss statements should include details of the total cost of services sold, and be annotated by either the auditor or offeror to delineate the offeror's indirect expense pool(s) and customary indirect cost distribution base(s).

(i) A copy of the offeror's personnel policies in effect at the time the offer is submitted.

(j) A copy of the offeror's travel policies in effect at the time the offer is submitted.

(k) Completed and signed Contractor Employee Biographical Sheet for each personnel proposed.

(l) Indirect costs supported with a Negotiated Indirect Cost Rate Agreement (NICRA) from their cognizant agency, if available.

(m) Any offeror that is not a small business should include a proposed small business subcontracting plan in accordance with FAR 19.704.

(n) If the offeror or any subcontractors has a current Federal approval of its procurement system, the proposal should so note and provide the pertinent Federal agency contact information and, if possible, a copy of the approval letter.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.217-5	EVALUATION OF OPTIONS	JUL 1990

M.2 EVALUATION CRITERIA

Technical, cost and other factors will be evaluated relative to each other, as described herein.

(a) The technical proposal will be scored by a technical evaluation committee using the criteria shown in this Section.

(b) Cost will be of significant less importance than technical merit. However, where technical proposals are considered essentially equal, cost may be the determining factor

(c) The technical criteria below are presented by major category, with relative order of importance and reflect the requirements of this particular solicitation. Offerors should note that these criteria: (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters which offerors should address in their proposals.

(d) Cost Evaluation. Evaluation points are not awarded for cost. The review of the cost proposal shall include primarily cost realism, allowability and reasonableness analyses. This will consist of a review of the cost portion of an offeror's proposal to determine if the overall costs proposed are realistic for the work to be performed, if the costs reflect the offeror's understanding of the requirements, and if the costs are consistent with the technical proposal. Evaluation of cost proposals will consider but not be limited to the following:

- Cost realism and completeness of cost proposal and supporting documentation.
- Overall cost control evidenced by proposal (such as avoidance of excessive salaries, excessive home office staff visits, and other costs in excess of reasonable requirements).
- Amount of proposed fee

(e) Technical Evaluation Criteria

- I. Proposed Approach (30 points)
 - A. The degree to which the proposed approach is technically and managerially sound and likely to produce results and meet the objectives called for in the RFP? (this is most important of the two subfactors)
 - B. The degree to which the approach adequately and convincingly incorporates the special considerations described in the work statement.
- II. Demonstrated Capacity of Proposed Personnel (40 points)(subfactors are of relatively equivalent importance)
 - A. Technical qualifications and experience of the proposed long-term technical advisors relative to the scope of work.
 - B. Experience of proposed long-term personnel in managing legal reform and court management projects in an international context and in the E&E region.
 - C. Technical qualifications and experience of notional short-term technical advisors.
- III. Past Performance of the Organization (and any subcontractor/team members)(30 points)
 - A. Demonstrated performance and success in implementing similar programs.
 - B. Experience in managing and backstopping long-term technical assistance teams on similar projects.
 - C. Successful performance and experience within the region.

M.3 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD

(a) The competitive range of offerors with whom negotiation will be conducted (if necessary) will be determined by the Contracting Officer based on the above technical and cost evaluation factors, and will be comprised of offerors whose proposals are most highly rated, unless the range is reduced further in number in order for an efficient competition can be conducted.

(b) In accordance with FAR 52.215-1 incorporated in Section L of this solicitation, award will be made by the Contracting Officer to the responsible offeror whose proposal offers the best value to the Government, and the above technical and cost factors considered. The relative importance of evaluation criteria will be used by the Contracting Officer as a guide in determining which proposal is the most advantageous to the Government.

M.4 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES

USAID encourages the participation of small business concerns and disadvantaged enterprises in this project, in accordance with FAR Part 19 (48 CFR Chapter 1), and AIDAR Part 726 (48 CFR Chapter 7). Accordingly, every reasonable effort will be made to identify and make use of such organizations. All evaluation criteria being found equal, the participation of such organizations may become a determining factor for selection.

ATTACHMENT 1**IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS**

The USAID Geographic Code Book sets forth the official description of all geographic codes used by USAID in authorizing or implementing documents, to designate authorized source countries or areas. The following are summaries of the principal codes:

- (a) Code 000--The United States: The United States of America, any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.
- (b) Code 899--Any area or country, except the cooperating country itself and the following foreign policy restricted countries: Afghanistan, Libya, Vietnam, Cuba, Cambodia, Laos, Iraq, Iran, North Korea, Syria and People's Republic of China.
- (c) Code 935--Any area or country including the cooperating country, but excluding the foreign policy restricted countries.
- (d) Code 941--The United States and any independent country (excluding foreign policy restricted countries), except the cooperating country itself and the following: Albania, Andorra, Angola, Armenia, Austria, Australia, Azerbaijan, Bahamas, Bahrain, Belgium, Bosnia and Herzegovina, Bulgaria, Belarus, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Gabon, Georgia, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Kazakhstan, Kuwait, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia*, Malta, Moldova, Monaco, Mongolia, Montenegro*, Netherlands, New Zealand, Norway, Poland, Portugal, Qatar, Romania, Russia, San Marino, Saudi Arabia, Serbia*, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan*, Tajikistan, Turkmenistan, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, and Vatican City.

* Has the status of a "Geopolitical Entity", rather than an independent country.